

## EXHIBIT A

### T&D ASSETS

#### 1. ELECTRIC EASEMENT AREA #1 – REAR OF SWITCH HOUSE

##### a. Below Grade Structures

##### (i) Manholes – All located in the electric easement area unless otherwise noted

CELCO MH #1959 (also partly located in the public way)  
CELCO MH #1960 (also partly located in the public way)  
CELCO MH #1311 (also partly located in the public way)  
CELCO MH #2820  
CELCO MH #1773  
CELCO MH #536T  
CELCO MH #2365 (also partly located on land to be retained by CELCO)  
CELCO MH #536  
CELCO MH #2854 (also partly located on land to be retained by CELCO)  
CELCO MH #1945  
CELCO MH #1859

##### (ii) Duct lines and Conduits (Includes any and all concrete encasement)

Six – 4" Ducts from CELCO MH #2820 to Public Way  
Four – 4" Ducts from CELCO MH #2820 to CELCO MH #1773  
Six – 4" Ducts from CELCO MH #1773 to CELCO MH #536T  
Nine – 4" Ducts from CELCO MH #1773 to Public Way  
Six – 4" Ducts from CELCO MH #1773 to CELCO MH #536T  
Three – 3" Ducts from CELCO MH #1773 to CELCO MH #2854  
Six – 4" Ducts from CELCO MH #2365 to CELCO MH #536T  
Five – 4" Ducts from CELCO MH #2365 to CELCO MH #2820  
Two – 4" Ducts from CELCO MH #536T to service customer now or formerly  
Block Engineering (partially located in electric easement)  
Two 3" Ducts from CELCO MH #536T to CELCO Putnam Ave Load Center  
Unit (LCU) substation (partially located in electric easement)  
One – 1 ½ " Duct from CELCO MH #536T to CELCO Putnam Ave (LCU)  
substation (partially located in electric easement)  
Four – 4" Ducts from CELCO MH #536T to CELCO MH #2854  
Four – 3 ½" Ducts from CELCO MH #536T to CELCO MH #536  
Three – 3 ½" Ducts from CELCO MH #536T to CELCO MH #1859  
(Makeup not identified) from CELCO MH #536 to CELCO MH # 1945  
Five – 3 ½" Ducts from CELCO MH #536 to CELCO MH # 1859  
Six – 4" Ducts from CELCO MH #2854 to CELCO MH #1945  
Six – 3 ½" and One – 4" Duct from CELCO MH #1945 to Western Avenue  
(partly located in electric easement)  
Six - 3 ½" Ducts from CELCO MH #1859 to Western Avenue (partly located in  
electric easement)  
Three – 3 ½" Ducts from CELCO MH #1859 to Western Avenue (partly located  
in electric easement)  
Two – (Unknown size) Ducts from Load Break and Power Fuse Gear to CELCO  
MH #1773  
One – (Unknown size) Duct from Load Break and Power Fuse Gear to CELCO  
MH #536T.

One – (Unknown Size) Duct from CELCO MH #536 to Station Service Transformer Primary  
Unknown Size / Unknown Number from Station Service Transformer Secondary to CELCO MH #536.

(iii) All cables installed in the above duct lines regardless of voltage or function

(iv) All grounding infrastructure including but not limited to conductors, rods, counterpoises and connectors.

b. Above Grade Equipment

(i) Load Break and Power Fuse Gear including foundation

(ii) 13.8kV / 2300V, 5000 kVA, liquid immersed power transformer (ID Station Service Transformer #1) including foundation and above grade power and control cables.

(iii) 13.8kV / 2300V, 5000 kVA, liquid immersed power transformer (ID Station Service Transformer #2) deactivated transformer, including foundation and above grade power and control cables.

2. ELECTRIC EASEMENT AREA #2 – NE CORNER OF BOILER HOUSE

a. Below Grade Structures

(i) Manholes

CELCO MH #525 (also partly located in the public way)

(ii) Duct lines and Conduits (Includes any and all concrete encasement)

Ducts from CELCO MH #2820 to Public Way

(iii) All cables installed in the above duct lines regardless of voltage or function

(iv) All grounding infrastructure including but not limited to conductors, rods, counterpoises and connectors.

3. ELECTRIC EASEMENT AREA #3 – EXISTING LOAD CENTER (LCU) SUBSTATION

a. Below Grade Structures

(i) Manholes – All located in the electric easement area unless otherwise noted

CELCO MH #2365 (also partly located Electric Easement Area #1)  
CELCO MH #2366

(ii) Duct lines and Conduits (Includes any and all concrete encasement)

Two – 4" Ducts from CELCO MH #536T to service customer now or formerly Block Engineering (also partially located in Electric Easement #1)

Nine – 4" Ducts from CELCO MH #1773 to Public Way (also partially located in Electric Easement #1)

Twelve – 4 ½" Ducts from CELCO MH #2365 to CELCO MH #2366

All ducts and conduits from the LCU Substation to CELCO MH #2366; CELCO MH #2365; CELCO MH #536T (also partly installed in Electric Easement #1); CELCO MH #2854 (also partly installed in Electric Easement Area #1)

All ducts from CELCO MH #2366 to Public Way

- (iii) All cables installed in the above duct lines regardless of voltage or function
- (iv) All grounding infrastructure including but not limited to conductors, rods, counterpoises and connectors.

4. ELECTRIC EASEMENT AREA #4 – PUTNAM AVENUE PARKING LOTS

a. Below Grade Structures

- (i) Manholes

CELCO MH #2854 (also located Electric Easement Area #1)

- (ii) Duct lines and Conduits (Includes any and all concrete encasement)

Five – unknown size Ducts from CELCO MH #2854 (also partially located in Electric Easement #3)

- (iii) All cables installed in the above duct lines regardless of voltage or function
- (iv) All grounding infrastructure including but not limited to conductors, rods, counterpoises and connectors.

b. Above Grade Equipment

- (i) Walk in outdoor metal clad switchgear lineup

- (ii) Two 13.8kV / 4160V, liquid immersed power transformers including foundation and above grade power and control cables.

## EXHIBIT B

### DUE DILIGENCE PROTOCOL

Harvard has, as of the date hereof, entered into a purchase and sale agreement with Cambridge Electric Light Company ("CELCo") (the "CELCo Purchase and Sale Agreement") pursuant to which Harvard will purchase from CELCo the real property and improvements known as Blackstone Station and the tangible personal property used to produce steam at Blackstone Station (the real and personal property, together, the "Generating Facility"). Harvard has also, as of the date hereof, entered into a purchase and sale agreement with NSTAR Steam Corporation ("NSTAR") (the "NSTAR Steam Purchase and Sale Agreement") pursuant to which Harvard will purchase from NSTAR, in part, certain steam lines used by NSTAR for the distribution of the steam produced at the Generating Facility (the "Steam Lines").

The CELCo Purchase and Sale Agreement and the NSTAR Purchase and Sale Agreement provide Harvard with the right to conduct due diligence activities with respect to the Generating Facility and the Steam Lines (the "Due Diligence Activities"). CELCo, NSTAR (together, "CELCo") and Harvard agree that Harvard's performance of the Due Diligence Activities will be in accordance with the terms and conditions of this Protocol.

1. Capitalized terms not defined herein shall have the meaning given to them in the CELCo Purchase and Sale Agreement and the NSTAR Steam Purchase and Sale Agreement.
2. Prior to the start of on-site Due Diligence Activities, Harvard shall provide CELCo with a schedule of on-site Due Diligence Activities to be performed by Harvard (the "Schedule"). Harvard shall provide to CELCo updates and/or amendments to the Schedule prior to undertaking any work that is the subject of the update and/or amendment. The Schedule and any updates and/or amendments thereof shall be sent to the attention of Nicholas Peters (Chief Engineer, Blackstone Station), Jonathan Reich (Principal Environmental Engineer, NSTAR Electric) and Joseph Carvalho (Supervisor, NSTAR Electric).
3. At least one week prior to commencing Due Diligence Activities, Harvard shall contact Nicholas Peters (telephone: 617-497-1236 x11) and/or Joseph Carvalho (617-547-5776) to notify them of the commencement date. Harvard shall coordinate in good faith with these individuals concerning the site logistics of the Due Diligence Activities, such as the location of parking for consultant vehicles.
4. Notification shall be made by Harvard and/or contractors working for Harvard (a complete list of contractors associated with the environmental due diligence shall be provided to CELCo) to Nicholas Peters and Joseph Carvalho upon each day's arrival at Blackstone Station.

5. Due Diligence Activities will be allowed Monday through Friday from 7:00 a.m. until 3:30 p.m. CELCo shall make reasonable efforts to extend these hours to accommodate Harvard's performance of the Due Diligence Activities. No activities will be permitted on weekends.

6. A work and sampling plan (the "Plan") shall be developed by Harvard. The Plan shall set forth the on-site Due Diligence Activities that Harvard intends to undertake. The Plan shall also identify the locations where samples will be collected, the methods used to collect samples (may range from non-intrusive field screening, to intrusive multi-media sampling), the depths of samples for those collected below the ground surface, the type of environmental media to be collected, QA/QC measures, and chemical testing to be performed on samples collected. The Plan shall include personnel health and safety precautions to be followed in accordance with applicable federal law or state or local equivalents. The Plan shall be provided to CELCo for its review and approval one week prior to the commencement of Due Diligence Activities by Harvard. Harvard shall provide to CELCo updates and/or amendments to the Plan prior to undertaking any work that is the subject of the update and/or amendment CELCo has the right to reject specific sampling locations if, in CELCo's good faith judgment, the sampling location at issue is located too close to subsurface utilities or underground storage tanks. In the event CELCo rejects a specific sampling location, the parties will confer in good faith in an effort to resolve the dispute. Harvard may proceed with the sampling at all locations for which no objection by CELCo has been raised.

7. Harvard shall mark all outdoor sampling locations at least one week prior to commencing subsurface investigative activities. Harvard will be responsible for contacting Dig-Safe prior to performing subsurface activities. CELCo will be responsible for "Dig Safe" within the station property.

8. Use of excavators, drill rigs and any other machinery for advancing borings and groundwater wells will be permitted. The Chief Engineer has the authority to stop such activities if, in his reasonable, good faith judgment, they will materially restrict the operation of Blackstone Station.

9. Generally, prior to the use of excavators, drill rigs and any other machinery for subsurface activities, the sampling location shall first be hand dug to a depth of five (5) feet below the ground surface. The use of an "air knife" or a vacuum truck is acceptable. CELCo reserves the right to require that any particular sampling activity be performed entirely by hand digging if, in CELCo's reasonable, good faith judgment, use of an excavator, drill rig or other machinery will result in material damage to underground facilities.

10. Harvard shall provide CELCo with split samples from all sample locations. QA/QC samples shall also be provided to CELCo. Harvard will provide split samples in sample containers labeled with ID's and applicable identification info. Samples shall be preserved and the contractor shall complete a copy of the chain of custody. A representative for CELCo will pick up samples at Blackstone Station at the end of each

workday. Harvard will not be responsible for these samples once they have been labeled and left for CELCo to pick up.

11. All contractors shall follow CELCo safety procedures. Contractors entering any of the buildings at Blackstone Station, unless otherwise permitted by Nicholas Peters or Joseph Carvalho (or designated company representative), shall wear hard hats, safety glasses and steel toe shoes in accordance with the Company Safety Policy SP-11, a copy of which is attached hereto. No contractor shall be permitted to walk or work inside the Generating Facility without being accompanied by a plant operator.

12. CELCo, or a contractor for CELCo, shall be allowed to observe all investigative activities and sampling performed at Blackstone Station.

13. If the soils or other wastes resulting from the Due Diligence Activities exhibit evidence of contamination by oil and/or hazardous material, based upon visual or olfactory observation, Harvard shall segregate such soils or other wastes from the remaining soils and wastes. CELCo shall manage and dispose of all soils and other wastes resulting from the Due Diligence Activities which have been determined by CELCo to be unsuitable for use as backfill at Blackstone Station. Excess soil that appears "clean" but cannot be reused as backfill, as determined by CELCo, shall also be segregated and characterized for disposal by Harvard. CELCo will designate itself as the generator of such wastes and shall select a contractor for transportation and disposal off-site of the soil and/or wastes. Harvard shall reimburse CELCo for all direct and verifiable costs incurred by CELCo for the disposal of soils and wastes generated by Harvard during the Due Diligence Activities. Whenever possible, CELCo will make every effort to return soil spoils as backfill on the Blackstone Station property.

14. A written report of the findings and conclusions resulting from the Due Diligence Activities shall be provided to CELCo. The report shall include a summary of all sample analyses and shall include a copy of the associated laboratory analytical reports.

15. Harvard will only be permitted to question or interview Blackstone Station employees in the presence of the Station Chief Engineer or his designee.

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**SAFETY PROCEDURES**  
**FOR**  
**CONTRACTORS AND SUB-CONTRACTORS**  
**WORKING**  
**ON COMPANY FACILITIES**

**General**

It is mandatory that all Contractors and Sub-Contractors familiarize themselves with these safety procedures before submitting quotations or accepting orders to perform work for the Company.

It is the responsibility of the General Contractor to enforce these safety procedures with her/his own personnel as well as with personnel of Sub-Contractors who he/she engages for performing the requested work action. Compliance with these safety procedures does not relieve or diminish the responsibility of the General Contractor to perform the work in a manner that complies with applicable Federal, State and local laws, rules, regulations and/or requirements, nor is the General Contractor relieved from liability to the Company or others for negligent or improper performance of the work.

The Contractor shall assign a competent person as required in 29 CFR 1926.20(b) and defined in 29 CFR 1926.32(f) to each construction site. The competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The name of the competent person shall be made known to the Company construction inspector or representative assigned to follow the work action prior to the start of any construction activity. Safety-related communication between the contractor and the Company should be made through these designated representatives. This provision will be strictly enforced by the Company. Failure to comply will result in work shut-down at the contractor's expense, and possible removal from the approved vendor's list.

No work shall start without knowledge and approval of Company's field representative, who will provide the Contractor with specific instructions as to the work action.

Reprimands or disciplinary actions for safety violations shall be made by Contractor's designee. However, if safety violations either as to personnel or equipment are noted by the Company representative, the Company's representative will be empowered to halt work progress at Contractor's expense until such time that the unsafe procedure has been corrected.

The contractor shall obtain and have available current issues of U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), General Industry Standard 29 CFR 1910 and Construction Standard 29 CFR 1926. These references form the basis of our Safety Procedures and shall be followed except where more stringent procedures are specified by the Company.

Contractors have the responsibility to familiarize themselves with and enforce, not only the Company Safety Procedures but also special municipal and/or State requirements as may be

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applicable to the work. In case of conflict in specifying the safety procedure among all applicable requirements, the most stringent procedure shall be implemented.

Specific Safety Procedures –

In general, contract personnel are required to adhere to all applicable safety work practices utilized by Company personnel when performing the same or similar functions.

1. Contractors' personnel are forbidden to operate control switches, valves, circuit breakers, disconnecting switches or such similar devices, which are part of the Company's operating plant; unless specifically directed to do so by responsible Company personnel.
2. "Hard Hats" and Safety Eyewear shall be supplied by the Contractors and worn by their personnel in all designated work areas or work situations. Metal type "hard hats" are prohibited. Contractors shall also provide at her/his expense all other required protective equipment to meet the applicable OSHA regulations.
3. Safety shoes are required for personnel assigned to work functions hazardous in terms of toe or foot injury. Wearing of open-toe shoes, sneakers or similar light footwear shall not be permitted.
4. No alcoholic beverages shall be brought to or consumed at the work sites. Personnel are prohibited from drinking alcoholic beverages during meal periods or other authorized interruptions of work occurring during working hours, including overtime periods.
5. The illegal use, sale or possession of narcotics, drugs or controlled substances, while on the job, or on Company property is a dischargeable offense.
6. Personnel reporting for work in an unfit condition to safely perform assigned work functions shall be immediately dismissed from the work site.
7. Contractors shall properly secure and protect work areas, equipment and materials which could under adverse weather conditions and darkness cause personal injury and/or property damages.
8. Any personal injury, to contractors' employees engaged in work for the Company which requires the services of a physician or hospitalization shall be reported at once to the Company's representative, who shall promptly report the injury to the Report Dispatcher. Any injury to person(s) other than Company or Contractors employees in which circumstances may concern the Company shall also be similarly reported.

If the Company's representative is not at the work site or cannot be easily reached by telephone, the Contractor's safety representative shall give the oral report of the personal injury to the Company's Report Dispatcher, telephone 541-7888 or 1-800-952-7497.

9. Fighting, horseplay, or other non-work activities by personnel, in the work area, which may adversely effect the safety of people will not be tolerated.



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10. Contractors shall conduct their work in a manner that does not introduce hazards to personnel or equipment and offers minimum interference with normal functioning of work sites. Contractors shall not move or cross safety barriers or signs where so installed at Company facilities.

Materials and equipment shall be stored safely in designated areas to provide free access to stairs, passageways, crosswalks, roadways, operating equipment, fire fighting equipment, and the like.

Work areas shall be cleaned up at the end of each day or more often if conditions warrant. Excess backfill material shall be removed promptly with street and sidewalks swept clean.

11. Health physics requirements shall be complied with at all times when applicable at the Pilgrim Nuclear Power Station.

Penalty for Non-Conformance

Any Contractor or Sub-Contractor who fails to take the necessary safety corrective measures to conform to these safety procedures shall be brought to the attention of the Purchasing Manager with a recommendation for immediate removal from the Company's acceptable Contractor's list.

Issued: F.C. Carr  
Director  
Safety & Health Services

Approved: T.J. May  
Chairman, President and  
Chief Executive Officer

## EXHIBIT C

### FORM OF QUITCLAIM DEED

CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation and electric company, whose principal place of business is at 800 Boylston Street, Boston, Suffolk County, Massachusetts 02199 ("Grantor"), for consideration paid and in full consideration of \_\_\_\_\_ (\$ \_\_\_\_\_ .00), the receipt of which is hereby acknowledged, does hereby grant to [HARVARD ENTITY], a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee"), with QUITCLAIM COVENANTS, the following premises:

Those two certain parcels of land comprising in the aggregate approximately 3.593 acres, more or less, situated in the City of Cambridge, Middlesex County, Massachusetts, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

For Grantor's title, see deeds and instruments identified on Exhibit A.

Together with all buildings, structures, fixtures and other improvements now located thereon or therein.

Together with all easements and rights appurtenant to the Premises, but subject to (i) liens for real estate taxes, to the extent that the payment thereof is not in arrears or otherwise due; (ii) recorded easements, covenants, restrictions, conditions and similar matters of record (iv) all exceptions set forth in Exhibit B attached hereto [*Title Commitment Schedule B exceptions*].

#### **Certain Retained Easement Areas:**

Reserving and retaining to the Grantor, its successors and assigns, the following perpetual easements over, upon, across and under those portions of the Premises, more specifically identified and described as "Electric Easement 1," "Electric Easement 2," "Electric Easement 3," and "Electric Easement 4" on the plan captioned "\_\_\_\_\_", dated \_\_\_\_\_, prepared by Harry R. Feldman, Inc. and recorded herewith (collectively, the "Retained Easement Areas;" "Electric Easement 1," "Electric Easement 2," and "Electric Easement 4" are collectively referred to as the Non-Exclusive Retained Easement Areas):<sup>1</sup>

- <sup>1</sup>
- Plan to reflect the information shown on the following plans annexed hereto:
1. Plan entitled Blackstone Station Retained Electric Easement Plan #24 & #45 Blackstone Street, Cambridge Massachusetts dated July 24, 2002 prepared by prepared by Harry R. Feldman, Inc.; and
  2. Plan Showing Electric Easement #3 and Electric Easement #4 dated August 1, 2002.

**With respect to Electric Easement 1 and Electric Easement 2:**

Grantor for itself and its successors and assigns, hereby reserves and retains perpetual, non-exclusive easements in gross over, upon, across and under "Electric Easement 1" and "Electric Easement 2" for the purpose of (1) installing, operating, maintaining, repairing, replacing, inspecting, protecting and relocating underground vaults, switches, conduits, pipes, manholes, hand-holes, ducts, cables, and wires constituting lines for the transmission and distribution of electricity and intelligence, together with all necessary ancillary equipment, supports, foundations and appurtenances (collectively, the "General Facilities"), and (2) entering upon said Electric Easement 1 and Electric Easement 2, on foot and by vehicles, for all of the above purposes at any time and from time to time as may be necessary for the conduct of Grantor's business thereon ("Electric Easement 1-2 Permitted Activities"). Except in cases of emergency, Grantor shall provide such notice (which may be verbal) as may be practicable under the circumstances prior to such entry. With respect to routine inspections and maintenance activities, Grantor shall endeavor to make any such entry at such times as are least likely to adversely affect Grantee's use of the Premises, taking into account any requirements, restrictions or limitations imposed by governmental authorities upon Grantor's conduct of the Electric Easement 1-2 Permitted Activities.

**With respect to Electric Easement 3:**

Grantor for itself and its successors and assigns, hereby reserves and retains perpetual, exclusive easements in gross over, upon, across and under "Electric Easement 3" for all purposes now or in the future useful or necessary for the construction, use and operation of an electric bulk power substation, it being the intention of the Grantor to reserve to itself the broadest possible rights associated therewith, including, without limitation, the right and easement to erect, install, construct, reconstruct, replace, repair, maintain, inspect, use, and operate the substation, consisting of (a) one or more lines for the transmission of high and low voltage electric current, which lines may consist of towers, poles or pole structures, or conduits, pipes or ducts and manholes, with wires, cable and ground wires strung upon and from or installed within the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, (b) switchgear and telecommunications equipment, (c) one or more transformers, (d) all necessary foundations, anchors, guys, braces, insulators, hardware, fittings, equipment and appurtenances for all of the foregoing; (e) lines for telecommunications, relay, signal and control purposes (collectively, (a) through (e) are referred to as the "Electric Easement 3 Facilities"). In addition, Grantor shall have the right and easement (a) to construct the Electric Easement 3 Facilities, or any of them, at any time hereafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Electric Easement 3 Facilities and each and every part thereof and the location thereof within the Electric Easement 3 on the Plan; (b) to clear and keep clear by physical, chemical or other means the Electric Easement 3, or any part thereof, of trees, underbrush, buildings, or other structures; (c) to trim at any time trees or remove any structures or obstructions located on land outside of said Electric Easement 3 which in the reasonable judgment of the Grantor may endanger said Electric Easement 3 Facilities or the operation thereof; and (d) to enclose, fence in, secure, excavate and grade

the Electric Easement 3 as required for the foregoing purposes ("Electric Easement 3 Permitted Activities").

Grantor by its reservation of Electric Easement 3 and Grantee by its acceptance and recording of this deed subject to Electric Easement 3, hereby acknowledge and agree for themselves and their successors and assigns that the intent of Electric Easement 3 is to provide Grantor, to the fullest extent permitted by law, with the same rights and privileges within the Electric Easement 3 as Grantor would have had if Grantor retained fee ownership of the Electric Easement 3. Electric Easement 3 is intended to be in the nature of commercial easement in gross for the benefit of Grantor, its successors and assigns, and is to be exclusive and fully apportionable and assignable or transferable, all or in part and in all respects, including but not limited to, by sale, assignment, mortgage, lease, exchange or other disposition, as if Grantor had retained a fee interest in the Electric Easement 3.

Grantor, at its sole cost and expense, shall obtain all permits, licenses, exemptions, waivers and other forms of approvals necessary or appropriate for Grantor's exercise of its rights hereunder (the "Approvals"). Grantee shall cooperate with Grantor in connection with Grantor's efforts to obtain the Approvals, and shall join in any such proceeding where the provisions of any law, rule or regulation at the time in effect require that such proceedings be brought by or in the name of Grantee, provided that Grantee shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Grantor shall indemnify and save harmless Grantee from any such costs and expenses. Notwithstanding the foregoing, Grantee shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the City of Cambridge or the Commonwealth of Massachusetts, or any agency, authority, branch, commission, division, office or subdivision of or for the City of Cambridge or the Commonwealth of Massachusetts, nor shall Grantee be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by Grantee nor to take any position inconsistent with a position previously taken and made public by Grantee. Nothing herein, however, shall prohibit Grantor from taking such lawful actions as it may deem necessary in seeking Approvals consistent with the rights reserved herein (or defending the same in any appeal).

**With respect to Electric Easement 4:**

Grantor for itself and its successors and assigns, hereby reserves and retains a perpetual, non-exclusive easement as appurtenant to Electric Easement 3 to enter upon said Electric Easement 4, on foot and with vehicles, at any time and from time to time as may be required for access to and from public ways to Electric Easement 3, and to park its vehicles thereon, free of charge, for the duration of its conduct of Electric Easement 3 Permitted Activities ("Electric Easement 4 Permitted Activities, and collectively with Electric Easement 1-2 Permitted Activities, and Electric Easement 3 Permitted Activities, the "Permitted Activities")

**With respect to all Non-Exclusive Retained Easement Areas:**

The Grantor agrees that the Permitted Activities shall be conducted in a manner that will not unreasonably interfere with the operation, use or occupancy of the Premises and the Retained Easement Areas by the Grantee, its successors and assigns and/or any persons claiming by or through the Grantee, its successors and assigns, it being expressly acknowledged that Grantee shall have the right to use the Non-Exclusive Retained Easement Areas, or any portion thereof, in any manner and for any purpose so long as such use does not materially interfere with Grantor's conduct of the Permitted Activities.

If Grantor shall disturb the surface of the Retained Easement Areas in connection with the exercise of rights in the Non-Exclusive Retained Easement Areas, Grantor shall restore the surface of the Non-Exclusive Retained Easement Area to substantially the condition thereof existing prior to any disturbance thereof by Grantor forthwith upon the completion of the Permitted Activities which required such disturbance.

If Grantee shall propose from time to time to construct any structures or improvements in or upon the Non-Exclusive Retained Easement Areas, or make landscaping improvements to the surface of the Retained Easement Areas (in each case, a "Proposed Improvement"), Grantee shall submit plans for such Proposed Improvement sufficient to depict the nature and scope thereof to Grantor for Grantor's review and approval prior to Grantee's undertaking of such Proposed Improvement. Grantor's review and approval of such plans shall be limited to (i) a determination, to be made in Grantor's reasonable judgment, whether the Proposed Improvement, if implemented, would materially interfere with Grantor's easement rights and the conduct of the Permitted Activities, and (ii) if not, what conditions may be necessary to insure such non-interference in the future. Grantor agrees that landscaping improvements shall not be deemed to so interfere merely by reason of the increased cost of surface restoration which would be incurred in the case of disturbance of the surface of the Non-Exclusive Retained Easement Areas in connection with the exercise of rights in the Non-Exclusive Retained Easement Areas so long as Grantee shall agree to bear such increased cost of restoration.

Grantor shall provide a written response approving or disapproving the Proposed Improvement within fifteen (15) business days of the submission of plans therefor to Grantor. If Grantor disapproves any such Proposed Improvement, such disapproval shall include a detailed written explanation of (a) the manner in which the Proposed Improvement would so interfere or (b) a statement of conditions that, if satisfied, would permit such Proposed Improvement to occur. If Grantee receives no notification from Grantor within such fifteen (15) business days period, such Proposed Improvement shall be deemed to have been approved.

**With respect to all Retained Easement Areas:**

Grantor agrees that its exercise of rights to or in the Retained Easement Areas shall be subject to the following restrictions and limitations:

- (i) All Permitted Activities shall be performed in full compliance with

all applicable local, state, or federal, statutes, rules, regulations, orders, codes, directives, or ordinances and any binding judicial or administrative interpretations thereof or requirements thereunder, including without limitation all Environmental Laws, as hereinafter defined, and Grantor shall obtain all necessary local, state or federal permits, licenses and approvals necessary for the conduct of the Permitted Activities. As used herein the following terms shall have the meanings set forth below:

“Environment” means surface waters, groundwater, soil, surface or subsurface strata, or ambient air of the Commonwealth of Massachusetts.

“Environmental Law” shall mean any local, state or federal statute, rule, regulation, order, code, directive, or ordinance and any binding judicial or administrative interpretation thereof or requirement thereunder pertaining to: (A) the regulation or protection of health, safety, and the Environment; (B) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Material; or (C) pollution or contamination (including any Release to the Environment); and includes, but is not limited to, the following federal and state statutes (and their implementing regulations and the analogous state and local statutes and regulations): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; and the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300(f) et seq.; the Massachusetts Hazardous Waste Management Act (M.G.L. c. 21C); the Massachusetts Oil and Hazardous Material Release Prevention Act (M.G.L. c. 21E); and the Massachusetts Contingency Plan (310 CMR 40.000 et seq.).

“Hazardous Material” or “Hazardous Materials” means any substance, chemical, compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant, or material that is hazardous or toxic, and includes without limitation, asbestos or any material containing asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any hazardous or toxic waste, material, or substance regulated under any Environmental Law.

“Release” means any actual, threatened or alleged spilling, leaking, pumping, pouring, emitting, dispersing, emptying, discharging, injecting,

escaping, leaching, dumping, or disposing of any Hazardous Material into the Environment (including the disposal or abandonment of barrels, containers, tanks or other receptacles containing or previously containing any Hazardous Material).

(ii) Grantee shall have the right to relocate any part or parts of the Retained Easement Areas, or the Facilities located therein, provided (i) the entire cost of such relocation, including without limitation the cost of a new survey and plan, the drafting, obtaining the consents of all necessary parties, including the payment of reasonable attorneys' fees of such parties, the recording of amended or replacement documents, and the relocating of the affected Facilities, is borne by Grantee; (ii) Grantee indemnifies and holds Grantor harmless from and against any loss, damage or liability arising out of such relocation; and (iii) such relocation does not unreasonably interfere or interrupt the existing use being made of the Retained Easement Areas, and Grantor agrees to seasonably execute and deliver to Grantee all documents reasonably required to effectuate any such relocation.

(iii) Grantor shall defend, indemnify, exonerate and hold Grantee, its principals, officers, members of its governing boards, directors, agents, employees and servants, successors and assigns harmless from and against any loss, cost, damage and expense of whatever kind, including, but not limited to, reasonable attorneys' fees and court costs, arising directly or indirectly from the exercise by Grantor and any of its consultants, agents, engineers and independent contractors, or the rights reserved in the Retained Easement Areas, including without limitation the conduct of Permitted Activities, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of Grantee or its employees, agents or invitees.

(iv) Grantor shall maintain with respect to the Retained Easement Areas and conduct of the Permitted Activities, at all times that the Retained Easement Areas remain in effect, insurance coverages of the same amounts and types of insurance as are maintained from time to time by Grantor generally for similar operations, which insurance shall provide coverage for any and all other claims arising from the acts or omissions of Grantor and any of its consultants, agents, engineers and independent contractors, or by anyone directly or indirectly engaged or employed by Grantor. Upon request by Grantee, Grantor shall provide Grantee with certificates evidencing its insurance coverage, and designating Grantee as an additional insured.

(v) Grantor shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Grantor with respect to the conduct of the Permitted Activities and the exercise of the rights reserved herein in the Retained Easement Areas. Grantor shall also indemnify, hold harmless and defend Grantee against any such liens, including the reasonable fees of Grantee's attorneys. Such liens shall be discharged by Grantor within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provide that Grantor may contest, in good faith and by appropriate proceedings any such liens, but such contest shall not suspend Grantor's obligation to discharge any such liens.

(vi) If Grantee shall redevelop all or any portion of the Premises for a

use other than an industrial use, Grantee shall have the right, but not the obligation, to make, or to cause Grantor to make, such changes to the Facilities or the conduct of the Permitted Activities as may be necessary or desirable to mitigate the impact of the operation of the Facilities or the Permitted Activities upon such different use or uses ("Mitigation"), any such impact and contemplated Mitigation to be determined in the sole discretion of Grantee, but in either case at the sole cost and expense of Grantee. In no event shall Grantor have any obligation to undertake Mitigation at the expense of Grantor by reason of any such change of use.

(vii) No cessation of use or operation of the Retained Easement Areas or conduct of the Permitted Activities shall be deemed an abandonment thereof resulting in the termination of any aspect of the Retained Easement Areas, unless the holder of the Retained Easement Areas at the time of such cessation of use or operation releases to Grantee, in a written instrument in recordable form, its right in such Retained Easement or any one or more of the same. Notwithstanding the foregoing, in the event that Grantee has reasonable reason to believe that one or more of the Retained Easement Areas are no longer utilized or have been abandoned by Grantor, its successors or assigns (as such successor or assign may be determined upon inspection of corporate records on file with the Secretary of the Commonwealth of Massachusetts or by the records of the Middlesex South Registry of Deeds), Grantee, its successors and assigns, shall have the right to terminate the interest of Grantor, its successors and assigns, in such Retained Easement Area(s) by delivering to said Grantor, its successors or assigns, a written termination notice ("Termination Notice"), setting forth with reasonable specificity the basis for Grantee's belief that Grantor has ceased to use or abandoned the Retained Easement Area(s) identified in the Termination Notice and requesting that Grantor, or its successors or assigns, confirm to Grantee in writing within thirty (30) days of receipt of the Termination Notice that the identified Retained Easement Area(s) have not been so abandoned. In the event that Grantor, its successors and assigns do not respond to Grantee within said thirty (30) day time period, then any interest of Grantor, its successors or assigns, in the Retained Easement Area(s) described in the Termination Notice shall terminate without further notice. An affidavit by Grantee, its successor or assign, setting forth its compliance with the requirements of this paragraph, together with a copy of the Termination Notice attached as an exhibit thereto, when recorded with the Middlesex South Registry of Deeds, together with an attorney's certificate under Massachusetts General Laws Chapter 183 section 5B (or any successor provision thereto), shall operate to terminate the Retained Easement Area(s) so described in said affidavit.

(viii) Any notice required to be given to either Grantor or Grantee in connection with the Retained Easement Areas shall be in writing and shall be sufficient if signed by the respective party (or said party's attorney) and either (a) delivered in person or by nationally recognized overnight courier service, charges prepaid; or (b) mailed by certified mail, return receipt requested, to the address for each party specified above, or to such other address as either party may specify by notice to the other party given in accordance with the terms of this paragraph.

Notice is hereby given that pursuant to and in accordance with a certain Purchase and Sale Agreement dated \_\_\_\_\_, 2002 between Grantor, as Seller, and President



and Fellows of Harvard College (the "Purchase Agreement"), Grantee has released, discharged and indemnified Grantor from any and all Environmental Claims resulting from or arising from any Environmental Condition of the Premises, except for Environmental Claims arising out of the Excluded Liabilities retained by Seller, as such terms are defined in the Purchase Agreement, which release, discharge and indemnity is binding upon Grantee, its successors and assigns.

The Premises conveyed hereby do not constitute all of the real property of Grantor in the Commonwealth of Massachusetts.

Executed as a sealed instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2002.

CAMBRIDGE ELECTRIC LIGHT COMPANY

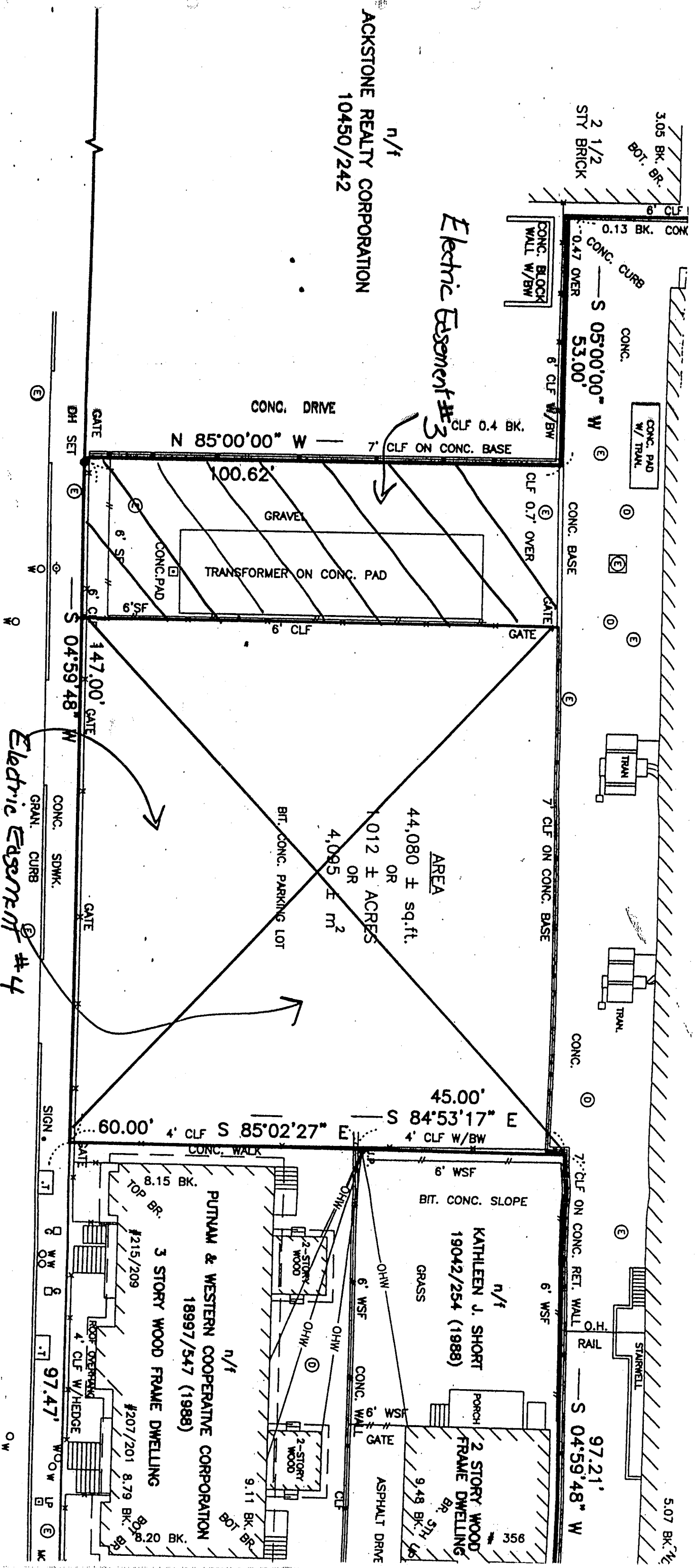
By: \_\_\_\_\_  
Title: Senior Vice President and Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss. \_\_\_\_\_, 2002

Then personally appeared before me the above named \_\_\_\_\_,  
Senior Vice President and Treasurer of CAMBRIDGE ELECTRIC LIGHT COMPANY,  
who acknowledged that he did sign the foregoing instrument and that the same is his free  
act and deed as such officer, and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:



ACKSTONE REALTY CORPORATION  
10450/242  
n/f

*Electric Easement #3*

*Electric Easement #4*

PUTNAM ZONING DISTRICT 0-3 B-A (PUBLIC-50.00' WIDE) AVENUE ZONING DISTRICT 0-3 C-2

REFERENCES:

MIDDLESEX COUNTY REGISTRY OF DEEDS  
DEEDS BOOK 15082 PAGE 261 (1983) LOCUS DEED  
11564 696 (1968)

BALLORD PLACE

CITY OF CAMBRIDGE  
FIELD BOOK 158 PAGE 92  
140 154

*Plan Showing Electric Easement #3  
and Electric Easement #4  
August 1, 2002*

- CS ROUND CATCH BASIN
- TR EXISTING TRANSFORMER
- ① ELECTRIC MANHOLE
- MANHOLE SEWER/RAIN
- VENTED ELECTRIC MANHOLE COVER
- CATCH BASIN
- BITUMINOUS
- BT. CONCRETE
- CONC. CHAIN LINK FENCE
- CLF. GATE POST
- 

PROPOSED FENCE  
EXISTING FENCE  
PROPERTY LINE  
FACE OF EXISTING BUILDING STRUCTURE  
INDICATES RETAINED EASEMENT AREA

REFERENCE:  
MIDDLESEX COUNTY REGISTRY OF DEEDS  
DEEDS BOOK 8978 PAGE 244

PLANS: PLAN 300K 14 NO. 20

PLAN ENTITLED: "PLAN OF LAND IN CAMBRIDGE, MASSACHUSETTS, DATED SEPTEMBER 15, 1983, PREPARED BY SURVEY ENGINEERS OF BOSTON, A DIVISION OF GUNTHER ENGINEERING, INC."

PLAN ENTITLED: "746 BLACKSTONE, ALY./ACSM LAND TITLE SURVEY IN CAMBRIDGE, MASSACHUSETTS MIDDLESEX COUNTY," DATED SEPTEMBER 30, 1991, PREPARED BY GUNTHER ENGINEERING, INC.

OWNER/APPLICANT: NSTAR ELECTRIC &amp; GAS CORPORATION

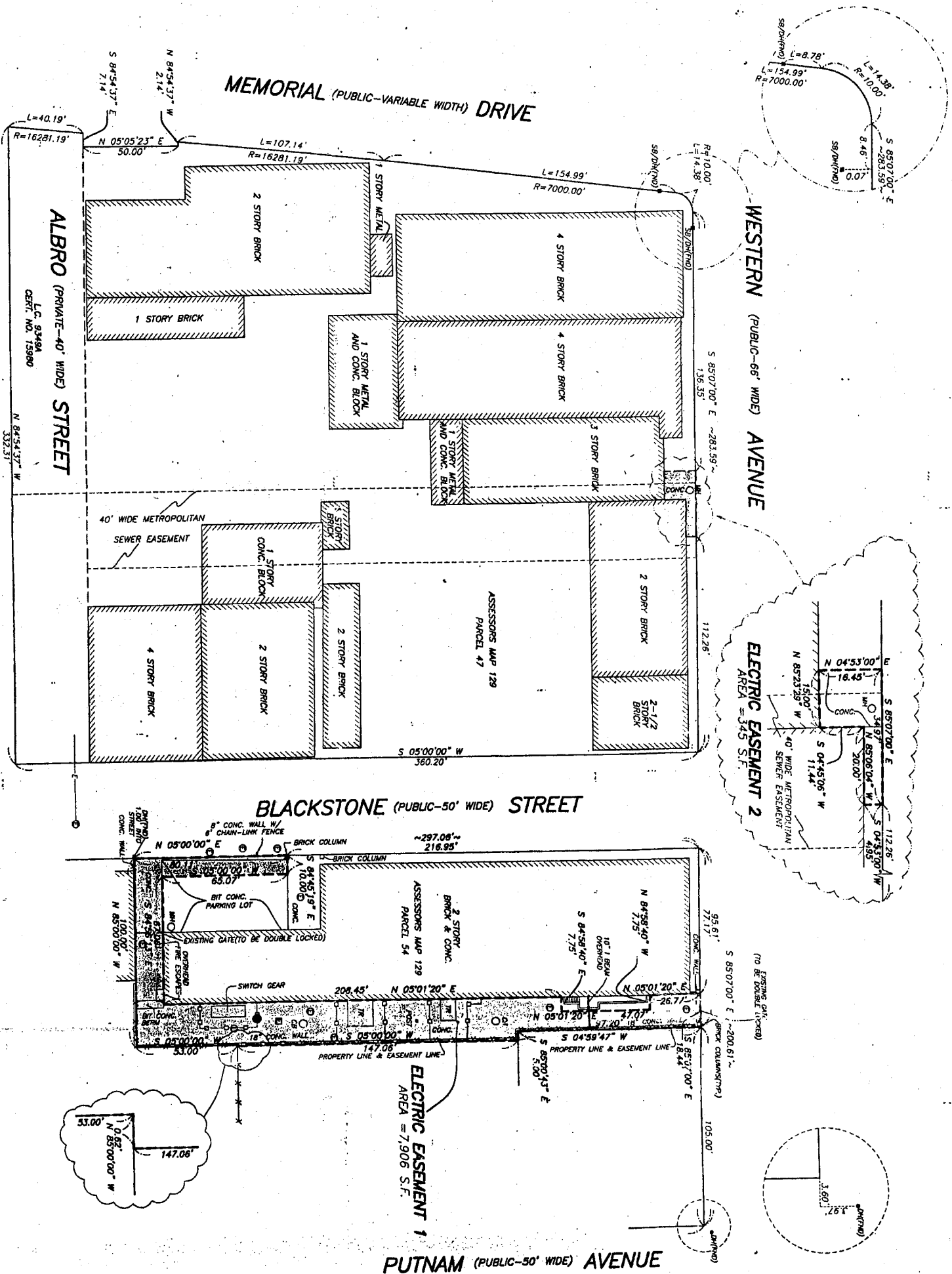
I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE UNITS DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE RECORDERS OF DEEDS.

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY.

AND PLANS AND DEEDS OF RECORD.

Robert G. Galt



BLACKSTONE STATION  
RETAINED ELECTRIC EASEMENT PLAN  
#24 & #45 BLACKSTONE STREET  
CAMBRIDGE, MASS.

SCALE 1" = 30'  
JULY 24, 2002  
HARRY R. FELDMAN, INC.  
LAND SURVEYORS  
112 SHAWMUT AVENUE  
BOSTON, MASS 02118  
PHONE: (617) 357-9740

GRAPHIC SCALE

RESEARCH BUREAU	FIELD CHIEF RA	CALCULATED KRM/RLH	COORD BUREAU	FIELD ORDERED	ORDERED	APPROVED	FILED 19807	FILE NAME 10307 JOB NO. 1056
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EXHIBIT A

AUG 1 2002

PARCEL I:

GUNTHER ENGINEERING, INC.

A certain parcel of land, with all of the buildings and improvements thereon, situated on the southerly side of Western Avenue, the westerly side of Blackstone Street and the easterly side of Memorial Drive in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, and being shown on a plan entitled: "46 Blackstone Street, Plan Land in Cambridge, Massachusetts, Middlesex County", dated August 1, 2002, drawn by Gunther Engineering, Inc., to be recorded herewith, and being further described, according to said Plan, as follows:

Beginning at a point on the southerly side of said Western Avenue, said point being at the northwesterly corner of the parcel herein described and in the southerly sideline of said Western Avenue, thence running

SOUTH 85°-07'-00" EAST by said Western Avenue, by three lines totaling Two Hundred Eighty-Three and 59/100 (283.59) Feet to a point on the westerly sideline of said Blackstone Street; thence turning and running

SOUTH 05°-00'-00" WEST by said Blackstone Street, a distance of Three Hundred Sixty and 20/100 (360.20) Feet to a point on the boundary line with land now or formerly of the Trustees of Rivertech Realty Trust; thence turning and running

NORTH 84°-54'-37" WEST by said land now or formerly of the Trustees of Rivertech Realty Trust, a distance of Three Hundred Thirty-Two and 31/100 (332.31) Feet to a point on the easterly sideline of said Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of Forty and 19/100 (40.19) Feet to a point in the northerly sideline of Albro Street; thence turning and running

SOUTH 84°-54'-37" EAST by said Albro Street, a distance of Seven and 14/100 (7.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

NORTH 05°-05'-23" EAST by said Memorial Drive, a distance of Fifty and 00/100 (50.00) Feet to a point at the parcel herein described; thence turning and running

NORTH 84°-54'-37" WEST by a portion of the parcel herein described, a distance of Two and 14/100 (2.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of One Hundred Seven and 14/100 (107.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

EXHIBIT A  
(continued)

along said Memorial Drive, on a curve to the right having a radius of 7000.00 feet a distance of One Hundred Fifty-Four and 99/100 (154.99) Feet to a point in said easterly sideline of Memorial Drive; and thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 10.00 feet a distance of Fourteen and 38/100 (14.38) Feet to the point of beginning.

Containing, according to said Plan, 2.581 acres, more or less.

There is included within the above described parcel of land the following described parcel of registered land:

That certain parcel of Land situate in Cambridge in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Easterly by the westerly line of Blackstone Street, twenty (20) feet;  
Southerly by land now or formerly of the Houghton Mifflin Company three hundred thirty-two and 26/100 (332.26) feet;  
Westerly by the easterly line of Charles River Road forty and 19/100 (40.19) feet;  
Northerly by land now or formerly of Cambridge Electric Light Company one hundred eighty-eight and 33/100 (188.33) feet;  
Easterly twenty (20) feet; and  
Northerly one hundred forty (140) feet by land now or formerly of Standard Diary Company.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 9349A, which will be filed with the original certificate of title issued on this decree, the same being compiled from a plan drawn by W. A. Mason & Son Co., Surveyors, dated May, 1922, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

PARCEL II

SWITCH HOUSE LEGAL DESCRIPTION  
Cambridge, Massachusetts  
Project G-3017.01  
1 August 2002

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A parcel of land in the City of Cambridge, County of Middlesex, being easterly of Blackstone Street, southerly of Western Avenue, westerly of Putnam Avenue and northerly of land now or formerly of Blackstone Realty Corporation, shown on a plan of land entitled, "Switch House, Plan of Land in Cambridge, Massachusetts, Middlesex County, Scale 1:240, 1 August 2002," Drawing Number 15.05M, prepared by Gunther Engineering, Inc., more particularly bounded and described as follows:

Beginning at the northwesterly corner of the parcel, said corner being at the intersection of the easterly side of Blackstone Street with the southerly side of Western Avenue and being a drill hole in concrete sidewalk, thence running:

S 85-07-00 E 95.61 feet by Western Avenue to a point; thence  
S 04-59-48 W 97.21 feet thence  
S 84-53-17 E 45.00 feet to a point, the last two courses being by land now or formerly of Kathleen J. Short; thence  
S 85-02-27 E 60.00 feet to the westerly side of Putnam Avenue; thence  
S 04-59-48 W 147.00 feet by Putnam Avenue; thence  
N 85-00-00 W 100.62 feet thence  
S 05-00-00 W 53.00 feet thence  
N 85-00-00 W 100.00 feet to a drill hole in concrete sidewalk, said point being at the easterly side of Blackstone Street, the last three courses being by land now or formerly of Blackstone Realty Corporation; thence  
N 05-00-00 E 297.06 feet by Blackstone Street to the point of beginning.

Containing 44,080± square feet or 1.012± acres 4,095± square meters, more or less.

## **EXHIBIT B**

- (3) Taking by the Commonwealth of Massachusetts (acting by and through its Board of Metropolitan Sewerage Commissioners) for the construction and maintenance of sewer and drain easements, dated March 25, 1893, and recorded in Book 2183, Page 245.
- (4) Agreement by and between Cambridge Electric Light Company and the City of Cambridge regarding a Permit to Dewater, dated April 10, 1992, and recorded in Book 21967, Page 18.
- (5) Indenture by and between Cambridge Electric Light Company and The Mutual Life Insurance Company of New York regarding an easement and right of way, dated December 20, 1989, and filed as Document No. 814249.
- (6) The reference to sewer rights in favor of the MDC on the face of Original Certificate of Title No. 15980 filed in Registration Book 104, Page 15.
- (7) Decision (Case No. 6982) by the City of Cambridge Board of Appeals recorded in book 25103, Page 599.

## EXHIBIT D

### FORM OF BILL OF SALE

THIS BILL OF SALE is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation and electric company, whose address is 800 Boylston Street, Boston, Massachusetts 02199 ("Seller") and [HARVARD ENTITY], a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Buyer"). Any other capitalized terms used herein shall have the respective meanings ascribed to them in that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2002, by and between Seller and President and Fellows of Harvard College.

Seller, for consideration received, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, sell, convey, transfer and set over unto the Buyer, its successors and assigns, all of the right, title and interest that the Seller possesses and has the right to transfer, in and to the following (collectively, the "Assets"):

A. All Inventory, machinery, materials, fixtures, furniture, furnishings, equipment and other tangible personal property located on the Real Property or used in connection therewith including, without limitation, all turbines, engines, transformers, boilers, heaters, pumps, dynamos, motors, generators, and compressors; all heating, cooling and air conditioning equipment; all chutes, ducts, tanks; all gas, electric, oil and steam fixtures, valves; all electrical wiring and plumbing fixtures and equipment; all pipes, cables, conduits and air handling and filtering equipment; all scrubbers, precipitators and other pollution control equipment, if any; all cranes, hoists; all safety and security equipment; all fences, gates, barriers (x) used to produce, manufacture, operate, or otherwise generate electricity; or (y) used to produce, manufacture, operate, or otherwise generate steam; or (z) used to do both, at the Real Property more particularly described on Exhibit A annexed (collectively, the "Generating Facility");

B. All hand tools, partitions, shades, blinds, flooring materials, signs and lighting fixtures.

D. All books, records, including but not limited to fuel purchase and use records, engineering designs, blueprints, as-built plans, specifications, procedures, studies, reports and equipment repair, safety, maintenance or service records of Seller relating to the design, construction, licensing, maintenance or operation of the Generating Facility, including any of the foregoing which constitutes Proprietary Information pertaining to the Acquired Assets, regardless of the type of medium on which stored, but expressly excluding Seller's financial records and books of account.



To have and to hold the Assets to the said Buyer and its successors and assigns to their own use, forever.

THE PROPERTY IS SOLD "AS IS, WHERE IS", AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS BILL OF SALE, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO LIABILITIES, OPERATIONS OF THE GENERATING FACILITY, TITLE, CONDITION, VALUE OR QUALITY OF THE ASSETS OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF THE ASSETS, AND SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT (INCLUDING THE EXISTENCE OF ANY ENVIRONMENTAL CONDITIONS), OR COMPLIANCE WITH ENVIRONMENTAL LAWS, OR AS TO THE CONDITION OF THE ASSETS, OR ANY PART THEREOF, OR WHETHER SELLER POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY TO OPERATE THE ASSETS. SELLER FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS SUBSTANCES OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL LAWS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE ASSETS OR THE SUITABILITY OF THE ASSETS FOR OPERATION AS AN ELECTRIC GENERATING PLANT OR A STEAM GENERATING PLANT. NO EXHIBIT TO THIS BILL OF SALE WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF THE ASSETS, OR ANY OF THE FOREGOING MATTERS.

Seller warrants and represents to the Buyer, its successors and assigns, that, as of the date hereof, Seller is the true and lawful owner of the Assets; that Seller has the full right and power to sell and transfer the Assets to Buyer; that the Assets are free from liens and encumbrances made or suffered by the Seller, except for Permitted Encumbrances, and that the Assets have not been sold, assigned or transferred to anyone other than the Seller.

Buyer hereby accepts the Assets and all of the Assumed Liabilities in connection therewith (but not the Excluded Liabilities), and agrees to indemnify and hold Seller harmless for and from any such Assumed Liabilities.

Seller hereby agrees with the Buyer to execute and deliver to Buyer such further documents and instruments as may be necessary or reasonably requested by Buyer to further confirm and perfect the sale and transfer of the Assets to Buyer.

In the event that any provision hereof shall be construed to conflict with any provision of the Purchase and Sale Agreement, the provision of the Purchase and Sale Agreement shall be deemed controlling.

This Bill of Sale shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Nothing in this Bill of Sale shall be construed to confer upon any person other than the Buyer any remedy or claim under or by reason of this Bill of Sale, and all the provisions of this instrument shall be for the sole and exclusive benefit of the Buyer and its successors and assigns.

This Bill of Sale shall be construed under the laws of the Commonwealth of Massachusetts.

This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have executed this instrument under seal by and through their respective duly authorized representatives as of \_\_\_\_\_, 2002.

CAMBRIDGE ELECTRIC LIGHT COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[HARVARD ENTITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

AUG 1 2002

PARCEL I:

GUNTHER ENGINEERING, INC.

A certain parcel of land, with all of the buildings and improvements thereon, situated on the southerly side of Western Avenue, the westerly side of Blackstone Street and the easterly side of Memorial Drive in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, and being shown on a plan entitled: "46 Blackstone Street, Plan Land in Cambridge, Massachusetts, Middlesex County", dated August 1, 2002, drawn by Gunther Engineering, Inc., to be recorded herewith, and being further described, according to said Plan, as follows:

Beginning at a point on the southerly side of said Western Avenue, said point being at the northwesterly corner of the parcel herein described and in the southerly sideline of said Western Avenue, thence running

SOUTH 85°-07'-00" EAST by said Western Avenue, by three lines totaling Two Hundred Eighty-Three and 59/100 (283.59) Feet to a point on the westerly sideline of said Blackstone Street; thence turning and running

SOUTH 05°-00'-00" WEST by said Blackstone Street, a distance of Three Hundred Sixty and 20/100 (360.20) Feet to a point on the boundary line with land now or formerly of the Trustees of Rivertech Realty Trust; thence turning and running

NORTH 84°-54'-37" WEST by said land now or formerly of the Trustees of Rivertech Realty Trust, a distance of Three Hundred Thirty-Two and 31/100 (332.31) Feet to a point on the easterly sideline of said Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of Forty and 19/100 (40.19) Feet to a point in the northerly sideline of Albro Street; thence turning and running

SOUTH 84°-54'-37" EAST by said Albro Street, a distance of Seven and 14/100 (7.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

NORTH 05°-05'-23" EAST by said Memorial Drive, a distance of Fifty and 00/100 (50.00) Feet to a point at the parcel herein described; thence turning and running

NORTH 84°-54'-37" WEST by a portion of the parcel herein described, a distance of Two and 14/100 (2.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of One Hundred Seven and 14/100 (107.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

EXHIBIT A  
(continued)

along said Memorial Drive, on a curve to the right having a radius of 7000.00 feet a distance of One Hundred Fifty-Four and 99/100 (154.99) Feet to a point in said easterly sideline of Memorial Drive; and thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 10.00 feet a distance of Fourteen and 38/100 (14.38) Feet to the point of beginning.

Containing, according to said Plan, 2.581 acres, more or less.

There is included within the above described parcel of land the following described parcel of registered land:

That certain parcel of Land situate in Cambridge in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

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Southerly by land now or formerly of the Houghton Mifflin Company three hundred thirty-two and 26/100 (332.26) feet;  
Westerly by the easterly line of Charles River Road forty and 19/100 (40.19) feet;  
Northerly by land now or formerly of Cambridge Electric Light Company one hundred eighty-eight and 33/100 (188.33) feet;  
Easterly twenty (20) feet; and  
Northerly one hundred forty (140) feet by land now or formerly of Standard Diary Company.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 9349A, which will be filed with the original certificate of title issued on this decree, the same being compiled from a plan drawn by W. A. Mason & Son Co., Surveyors, dated May, 1922, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

PARCEL II

**SWITCH HOUSE LEGAL DESCRIPTION**  
**Cambridge, Massachusetts**  
Project G-3017.01  
1 August 2002

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A parcel of land in the City of Cambridge, County of Middlesex, being easterly of Blackstone Street, southerly of Western Avenue, westerly of Putnam Avenue and northerly of land now or formerly of Blackstone Realty Corporation, shown on a plan of land entitled, "Switch House, Plan of Land in Cambridge, Massachusetts, Middlesex County, Scale 1:240, 1 August 2002," Drawing Number 15.05M, prepared by Gunther Engineering, Inc., more particularly bounded and described as follows:

Beginning at the northwesterly corner of the parcel, said corner being at the intersection of the easterly side of Blackstone Street with the southerly side of Western Avenue and being a drill hole in concrete sidewalk, thence running:

S 85-07-00 E 95.61 feet by Western Avenue to a point; thence  
S 04-59-48 W 97.21 feet thence  
S 84-53-17 E 45.00 feet to a point, the last two courses being by land now or formerly of Kathleen J. Short; thence  
S 85-02-27 E 60.00 feet to the westerly side of Putnam Avenue; thence  
S 04-59-48 W 147.00 feet by Putnam Avenue; thence  
N 85-00-00 W 100.62 feet thence  
S 05-00-00 W 53.00 feet thence  
N 85-00-00 W 100.00 feet to a drill hole in concrete sidewalk, said point being at the easterly side of Blackstone Street, the last three courses being by land now or formerly of Blackstone Realty Corporation; thence  
N 05-00-00 E 297.06 feet by Blackstone Street to the point of beginning.

Containing 44,080± square feet or 1.012± acres 4,095± square meters, more or less.

## EXHIBIT E

### FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LEASES, PERMITS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation and electric company, whose address is 800 Boylston Street, Boston, Massachusetts 02199 ("Assignor") and [HARVARD ENTITY], a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Assignee"). Any other capitalized terms used herein shall have the respective meanings ascribed to them in that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2002, by and between Assignor, as Seller, and President and Fellows of Harvard College.

Assignor, for consideration received, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, sell, convey, transfer and set over unto the Assignee, its successors and assigns, all of the right, title and interest that the Assignor possesses and has the right to transfer, in and to the following (collectively, the "Assigned Interests"):

- A. The contractual rights of Assignor pertaining to the ownership, use and operation of the Generating Facility to the extent specifically described on Exhibit A attached ("Contracts");
- B. The rights of Assignor as lessor or lessee with respect to leasehold interests and rights thereunder pertaining to the ownership, use and operation of the Real Property and/or the Generating Facility, or machinery and equipment associated therewith, to the extent specifically described on Exhibit B attached ("Leases");
- C. The certificates, licenses, permits, approvals, consents, orders, exemptions, decisions and other actions of a Governmental Authority relating to the Site to the fullest extent assignable under applicable law, including without limitation those specifically described on Exhibit C attached ("Permits");
- D. The rights of Assignor to the following name: "Blackstone," and "Blackstone Station."

To have and to hold the Assigned Interests and all the rights and privileges thereunto belonging, unto Assignor and its successors and assigns, for the remainder of any term or other period by which any of the Assigned Interests may be limited, otherwise forever.

Assignor warrants and represents to the Assignee, its successors and assigns, that, as of the date hereof, Assignor is the true and lawful owner of the Assigned Interests; that

the Assignor has the full right and power to assign and transfer the Assigned Interests to Assignee; that the Assigned Interests are free from liens and encumbrances made or suffered by the Assignor, and that the Assigned Interests have not been sold, assigned or transferred to anyone other than the Assignee.

Assignee hereby accepts and assumes the Assigned Interests and the Assumed Liabilities thereunder, and agrees to indemnify and hold Assignor harmless for and from such Assumed Liabilities, provided that the foregoing assumption and indemnity expressly excludes any Excluded Liabilities.

Assignor hereby agrees with the Assignee to execute and deliver to Assignee such further documents and instruments as may be necessary or reasonably requested by Assignee to further confirm and perfect the assignment and transfer of the Assigned Interests to Assignee.

In the event that any provision hereof shall be construed to conflict with any provision of the Purchase and Sale Agreement, the provision of the Purchase and Sale Agreement shall be deemed controlling.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

This Agreement shall be construed under the laws of The Commonwealth of Massachusetts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument under seal by and through their respective duly authorized representatives as of \_\_\_\_\_, 2002.

CAMBRIDGE ELECTRIC LIGHT COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[HARVARD ENTITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
CONTRACTS

None.



EXHIBIT B

LEASES

1. Communications Site Lease Agreement, dated as of March 26, 1999, by and between Nextel Communications of the Mid-Atlantic, Inc., d/b/a Nextel Communications; as amended by Amendment No. 1 thereto, dated as of August 18, 1999.
2. License Agreement by and between Cambridge Electric Light Company and Pilot Putnam Avenue LLC, dated May 29, 2002.

EXHIBIT CPERMITS

	Description	Number	Issued By	Issue Date	Expiration	Notes
<b>TANKS</b>						
1	To Maintain An Existing/New Storage Tank Facility for Storage Tanks Regulated Under 527 CMR 9.00	NA	Cambridge Fire Department	04/30/2002	4/30/2003	
2	To Keep, Store and Use 270,000 Gals of 6 Fuel Oil	A0117-02	City of Cambridge	04/30/2002	04/30/2003	
3	FP 290 Forms for all USTs		MA Dept. of Pub. Safety	07/16/2002 - certified by Camb. Fire Department.		Sent to Fire Marshall 07/19/2002
<b>WASTE</b>						
1	Generator Registration VSQG Hazardous Waste, SQG Waste Oil	MV6174971236	MADEP		NA	New ID Number
2	Notice of PCB Activity		EPA		NA	Issued under old ID Number MAD006953665
<b>WATER</b>						
1	Storm Water Multi-Sector NPDES Permit	MAR05B108	EPA			Notice of Intent/Application of Coverage under new MSGP was submitted on 5/28/02
2	Sewer Use Permit	09 003701	MWRA	06/04/2002	6/15/2006	
3	M.G.L. Chapter 91 License	1090	Harbor and Land Commission	01/12/1888	NA	To construct a pike wharf and bulkhead and fill in land
4	Individual NPDES Permit	0004901	EPA	05/19/80 reissued 12/30/80 reapplied 09/01/81 EPA letter that permit remains in force	Permit remains in force until new permit issued	
6	M.G.L. Chapter 21G Water Management Act Letter of Nonapplicability	Application in 1988 - DEP Registration 32004902	DEQE/DEP	10/06/2002		Letter from DEP that noncontact cooling water is a non-consumptive use not subject to Water Management Act
<b>STORAGE</b>						
1	Auto storage permit. 60 cars	NA	City of Cambridge	04/12/2002	04/12/2003	

	Description	Number	Issued By	Issue Date	Expiration	Notes
<b>AIR</b>						
1	Final Operating Permit	App. No. MBR-95-OPP-021	DEP	05/22/2000	05/19/2005	
2	310 CMR 7.27 NOx Allowance Program	App. No. MBR-97-NOx-007	DEP	Phase I-12/1/97 Phase II-11/5/98 Phase III-10/17/01		
3	310 CMR 7.19(4)	App. No. MBR-94-COM-020	DEP	04/16/1998		ECP Final Approval- Large-sized Boilers
4	3.10 CMR 7.28 NOx Allowance Trading Program	App. No. MBR-01-728-004	DEP	05/23/2002		

EXHIBIT F

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") by and between CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation, and NSTAR Steam Corporation, a Massachusetts corporation, both having a place of business at 800 Boylston Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02199 (for purposes of this Agreement only, collectively the "Company"), and PRESIDENT AND FELLOWS OF HARVARD COLLEGE, a Massachusetts corporation having a place of business at Holyoke Center, Suite 869, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138-3834 ("Harvard").

**1.0 INTRODUCTION**

In order to allow Harvard to evaluate the possible acquisition (the "Acquisition") of the land and facilities comprising the Company's Blackstone Station (collectively, the "Assets"), the Company will deliver or otherwise make available to Harvard, upon Harvard's execution and delivery to the Company of this Agreement, certain information about the Assets. If the Acquisition is to be accomplished by use of a wholly owned or controlled subsidiary of Harvard, the obligations hereunder applicable to Harvard shall be likewise applicable to such subsidiary, but in such event, Harvard shall not be relieved of its obligations hereunder.

**2.0 TERM**

The term of this Agreement (the "Term") shall commence on the date of Harvard's execution hereof (the "Effective Date") and shall expire on the earlier of (a) the date on which the Acquisition of the Assets occurs, or (b) three (3) years after the Effective Date. Notwithstanding the foregoing, if Harvard determines that Harvard does not wish to proceed with the Acquisition of the Assets, whether prior to the signing of definitive Acquisition agreements, or pursuant to the terms of such definitive Acquisition agreements, Harvard will promptly advise the Company of that decision. In that case, this Agreement shall terminate and Harvard will, at the Company's option, promptly either: (i) deliver to the Company all Proprietary Information, including all copies, reproductions, summaries, or extracts thereof in Harvard's possession or in the possession of any Representative of Harvard; or (ii) cause such Proprietary Information to be destroyed with any such destruction confirmed by Harvard in writing to the Company.

**3.0 DEFINITIONS**

All information about the Company, its affiliates, the Assets and the Acquisition furnished by the Company or its Representatives (as defined below), whether written, oral, or in any electronic or other form, is referred to in this Confidentiality Agreement as "Proprietary Information". This Agreement will cover Proprietary Information furnished prior to the Effective Date, regardless of the manner in which furnished, but following the Effective Date, Proprietary Information shall

be designated by the Company as "Proprietary Information" by written notice or legend thereon. Proprietary Information does not include, however, information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Harvard or Harvard's Representatives; (b) was available to Harvard prior to its disclosure by the Company or the Company's Representatives; and/or (c) becomes available to Harvard from a person, other than the Company or the Company's Representatives, who is not otherwise bound by a confidentiality agreement with the Company or any Representative of the Company, or is otherwise not under any obligation to the Company or any Representative of the Company not to transmit the information to Harvard.

The term "Representative" means, as to any person, such person's affiliates and its and their directors, trustees, governing board members, officers, employees, agents, advisors (including, without limitation, financial, energy, management, environmental compliance, regulatory compliance, redevelopment and planning, and real estate advisors, legal consultants and accountants) and controlling persons.

The term "person" means any corporation, company, partnership, other entity or individual.

#### 4.0 REQUIREMENTS

Except as required by law, or unless otherwise agreed to in writing by the Company, during the Term, Harvard agrees: (a) to keep all Proprietary Information confidential and not to disclose or reveal any Proprietary Information to any person other than Harvard's Representatives who are participating in Harvard's evaluation of the Acquisition and/or the Assets, and to cause those persons to observe the terms of this Confidentiality Agreement; (b) not to use Proprietary Information for any purpose other than in connection with Harvard's evaluation of the Acquisition and/or the Assets, or the consummation of the Acquisition; and (c) not to disclose to any person (other than those of Harvard's Representatives who are participating in Harvard's evaluation or consummation of the Acquisition and/or the Assets, and, in the case of Harvard's Representatives, whom Harvard will cause to observe the terms of this Confidentiality Agreement) any information about the offer to acquire the Assets or any Acquisition contemplated by or negotiated with the Company, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Proprietary Information has been made available to Harvard or Harvard's Representatives. Harvard will treat all Proprietary Information at least according to the same internal security procedures and with the same degree of care regarding its confidentiality as Harvard's similar information is treated within Harvard's organization. Harvard will notify the Company of any unauthorized disclosure to third parties that Harvard discovers, and Harvard shall endeavor to prevent further such disclosures. Harvard will be responsible for any breach of the terms of this Confidentiality Agreement by Harvard or Harvard's Representatives. Notwithstanding the foregoing, if, in connection with Harvard's analysis and due diligence efforts, Harvard determines that it must confer with governmental officials and make reference to Proprietary Information during such conference, and Harvard so informs the Company, the Company will cooperate with Harvard in such undertaking and not unreasonably withhold its consent to such use of the Proprietary Information, and Harvard may

thereupon furnish so much of the Proprietary Information as may be necessary to any such governmental authority.

Harvard or its Representatives will not contact any customer, supplier or employee of the Company without the express written consent of the Company or pursuant to agreed procedures. Unless otherwise agreed to by the Company, all (i) communications regarding this Acquisition, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed to Mr. Mark Mueller at the Company (tel. no. 617-424-2165), who will undertake to facilitate Harvard's reasonable requests.

In the event that Harvard is requested pursuant to, or required by, applicable law or regulation or legal process to disclose any Proprietary Information or any other information concerning the Company or the Acquisition or the Assets, Harvard agrees that, to the extent it is legally permitted to do so, Harvard will provide the Company with prompt notice of such request or requirement in order to enable the Company, at its own expense, to seek an appropriate protective order or other remedy, to consult with Harvard with respect to the Company taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Confidentiality Agreement. Harvard agrees not to oppose any action by the Company to obtain a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or that the Company waives compliance with the terms of this Confidentiality Agreement, Harvard agrees that Harvard will furnish only that portion of the Proprietary Information which Harvard is advised by counsel is legally required to be disclosed. In any such event, Harvard will use its reasonable best efforts to cooperate with the Company to obtain assurances that all Proprietary Information and other information being disclosed will be accorded confidential treatment. All Proprietary Information shall remain the property of the Company during the Term.

The Company agrees to treat the submission of any proposal (including any amendment thereto or withdrawal thereof) by Harvard relating to the Acquisition in confidence and to refrain from disclosing such proposal to any third parties, except as expressly agreed to by Harvard and the Company, or as requested pursuant to, or required by, applicable law or regulation or legal process. In the event that the Company is requested pursuant to, or required by, applicable law or regulation or legal process to disclose information regarding any proposal by Harvard, the Company agrees that, to the extent it is legally permitted to do so, the Company will provide Harvard with prompt notice of such requirement in order to enable Harvard to seek an appropriate protective order or other remedy.

Harvard and the Company each agree that neither of them will issue any public statement or press release, or make any public announcement or disclosure, whether internal or external, regarding the Acquisition, or any aspect thereof, without the prior approval of the other party. The Company acknowledges and agrees that Harvard will need to confer with Cambridge and Massachusetts officials in connection with, and will need to inform them of Harvard's intentions with regard to the Assets. Prior to the Acquisition, Harvard will inform the Company in advance

of such proposed discussions, so that the parties can coordinate the discussions and sharing of information with such officials, as appropriate.

The Company will undertake to provide Harvard with such information as the Company believes to be true, accurate and complete. However, Harvard acknowledges that none of the Company or its Representatives and none of the respective officers, directors, employees, agents or controlling persons of such Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Proprietary Information, and Harvard agrees that none of such persons shall have any liability to Harvard or any of Harvard's Representatives relating to or arising from Harvard's or Harvard's Representatives' use of any Proprietary Information or for any inadvertent errors therein or omissions therefrom. Notwithstanding the foregoing, Harvard shall be entitled to rely on those representations and warranties regarding Proprietary Information as may be made to Harvard in any definitive Acquisition agreements, subject to the terms and conditions of such agreements.

Except as to matters specifically addressed in this Agreement, the Company and Harvard agree that during the Term of this Agreement, neither the Company nor any of the Company's Representatives are under any legal obligation and shall have no liability to Harvard of any nature whatsoever with respect to the Acquisition and/or the Assets by virtue of this Confidentiality Agreement. Harvard also acknowledges and agrees that that between the Effective Date and the execution of the definitive Acquisition agreements: (i) the Company and the Company's Representatives may conduct the process that may or may not result in the Acquisition in such manner as the Company, in its sole discretion, may determine, and (ii) the Company reserves the right to change, in its sole discretion, at any time, the procedures relating to the Company's and Harvard's consideration of the Acquisition, including, without limitation, terminating all further discussions with Harvard and requesting that Harvard return all Proprietary Information to the Company.

Harvard agrees the Company shall be entitled to direct damages, to the extent proved, or to equitable relief by way of injunction, as appropriate, if Harvard or any of Harvard's Representatives breach any of the provisions of this Confidentiality Agreement, but the Company shall not be entitled to indirect or consequential damages as a result of such breach.

Harvard agrees that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

## **5.0 ADDITIONAL AGREEMENTS**

Harvard's signature at the end of this Confidentiality Agreement signifies Harvard's agreement to abide by any due diligence procedures that may be agreed to by the parties.

Without the prior written consent of the Company, neither Harvard nor any of Harvard's Representatives will, for the three-year period from the Effective Date, or for one year after the Acquisition is consummated, whichever first occurs, solicit or cause to be solicited the employment of any management employees of the Company, or any subsidiary or affiliate thereof, or hire any such management employee with whom Harvard or its Representatives met during the course of Harvard's evaluation of the Assets or the Acquisition, it being agreed that general advertisements offering employment shall not be deemed to be solicitations for purposes of this paragraph.

This Confidentiality Agreement contains the entire agreement between Harvard and the Company concerning confidentiality of the Proprietary Information and supersedes any previous agreements, whether written or oral pertaining to said Proprietary Information. No modification of this Confidentiality Agreement or waiver of the terms and conditions hereof shall be binding upon Harvard or the Company, unless approved in writing by Harvard and the Company.

If any provision of this Confidentiality Agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Confidentiality Agreement, but shall be confined in its operation to the provision of this agreement directly involved in the controversy in which such judgment shall have been rendered.

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts executed in and to be performed in that state. All parties and their respective Representatives agree to submit to the personal jurisdiction of the Massachusetts courts in respect to any matter or dispute arising out of this agreement.

Any assignment of this Confidentiality Agreement by Harvard (except to a wholly owned or controlled subsidiary of Harvard) without the Company's prior written consent shall be void.

Any notice pursuant to this Agreement shall be sufficient if delivered in hand against receipt, or sent by facsimile, with electronic confirmation of receipt, and hard copy by first class U.S. mail, postage prepaid, to the following respective addresses:

To Company:            Cambridge Electric Light Company  
                             800 Boylston Street, 17<sup>th</sup> Floor  
                             Boston, MA 02199  
                             Attn: Douglas S. Horan, Senior Vice President, Clerk and General  
   Counsel  
                             Fax: (617) 424-2733

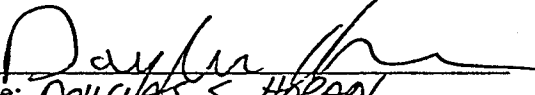


To Harvard:

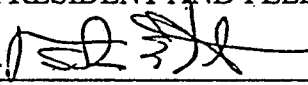
Robert E. McGaw, Esquire  
Office of the General Counsel  
Harvard University  
Holyoke Center, Suite 980  
1350 Massachusetts Avenue  
Cambridge, Massachusetts 02138

IN WITNESS WHEREOF, the Company and Harvard have caused this Confidentiality Agreement to be executed by their respective duly authorized representatives as of June 28, 2002.


CAMBRIDGE ELECTRIC LIGHT COMPANY

By:   
Name: DOUGLAS S. HORAN  
Title: SENIOR V.P.

THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NSTAR STEAM CORPORATION

By:   
Name: RICHARD S. HAHN  
Title: PRESIDENT

## ACKNOWLEDGMENT AND AGREEMENT OF CONFIDENTIALITY OBLIGATION

The undersigned has received, or is to receive, certain information relating to the land, improvements, and/or equipment comprising Blackstone Station which has been supplied or is to be supplied by Cambridge Electric Light Company and NSTAR Steam Corporation under the Confidentiality and Nondisclosure Agreement dated June 28, 2002, a copy of which is attached hereto (the "Confidentiality Agreement," terms defined therein being used herein with the same meaning). The undersigned hereby confirms that they have read the Confidentiality Agreement and the undersigned hereby agrees to observe, be bound by, and strictly comply with all of the terms and obligations set forth in the Confidentiality Agreement with respect to all Proprietary Information governed thereby that is received by the undersigned, including without limitation the obligations provided therein respecting the nondisclosure of the Proprietary Information, limitations on the use thereof, protection of the Proprietary Information from unauthorized disclosure, and return or destruction of materials containing Proprietary Information when required under the Confidentiality Agreement. For any violation of the foregoing obligations by the undersigned, the undersigned will be liable to President and Fellows of Harvard College ("Harvard") and will defend and indemnify Harvard for same.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned, on behalf of the entity so named, has executed this Acknowledgment of Confidentiality Obligation as an instrument under seal on the date set forth below.

Waldron Engineering, Inc  
Name of Entity

[Signature]  
Authorized Representative's Signature

Name (print): Terence Waldron

Title: President

Date: 7-8-02

SCHEDULE 1  
REAL PROPERTY

See attached.

EXHIBIT A

AUG 1 2002

PARCEL I:

GUNTHER ENGINEERING, INC.

A certain parcel of land, with all of the buildings and improvements thereon, situated on the southerly side of Western Avenue, the westerly side of Blackstone Street and the easterly side of Memorial Drive in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, and being shown on a plan entitled: "46 Blackstone Street, Plan Land in Cambridge, Massachusetts, Middlesex County", dated August 1, 2002, drawn by Gunther Engineering, Inc., to be recorded herewith, and being further described, according to said Plan, as follows:

Beginning at a point on the southerly side of said Western Avenue, said point being at the northwesterly corner of the parcel herein described and in the southerly sideline of said Western Avenue, thence running

SOUTH 85°-07'-00" EAST by said Western Avenue, by three lines totaling Two Hundred Eighty-Three and 59/100 (283.59) Feet to a point on the westerly sideline of said Blackstone Street; thence turning and running

SOUTH 05°-00'-00" WEST by said Blackstone Street, a distance of Three Hundred Sixty and 20/100 (360.20) Feet to a point on the boundary line with land now or formerly of the Trustees of Rivertech Realty Trust; thence turning and running

NORTH 84°-54'-37" WEST by said land now or formerly of the Trustees of Rivertech Realty Trust, a distance of Three Hundred Thirty-Two and 31/100 (332.31) Feet to a point on the easterly sideline of said Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of Forty and 19/100 (40.19) Feet to a point in the northerly sideline of Albro Street; thence turning and running

SOUTH 84°-54'-37" EAST by said Albro Street, a distance of Seven and 14/100 (7.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

NORTH 05°-05'-23" EAST by said Memorial Drive, a distance of Fifty and 00/100 (50.00) Feet to a point at the parcel herein described; thence turning and running

NORTH 84°-54'-37" WEST by a portion of the parcel herein described, a distance of Two and 14/100 (2.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of One Hundred Seven and 14/100 (107.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

EXHIBIT A  
(continued)

along said Memorial Drive, on a curve to the right having a radius of 7000.00 feet a distance of One Hundred Fifty-Four and 99/100 (154.99) Feet to a point in said easterly sideline of Memorial Drive; and thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 10.00 feet a distance of Fourteen and 38/100 (14.38) Feet to the point of beginning.

Containing, according to said Plan, 2.581 acres, more or less.

There is included within the above described parcel of land the following described parcel of registered land:

That certain parcel of Land situate in Cambridge in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Easterly by the westerly line of Blackstone Street, twenty (20) feet;  
Southerly by land now or formerly of the Houghton Mifflin Company three hundred thirty-two and 26/100 (332.26) feet;  
Westerly by the easterly line of Charles River Road forty and 19/100 (40.19) feet;  
Northerly by land now or formerly of Cambridge Electric Light Company one hundred eighty-eight and 33/100 (188.33) feet;  
Easterly twenty (20) feet; and  
Northerly one hundred forty (140) feet by land now or formerly of Standard Diary Company.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 9349A, which will be filed with the original certificate of title issued on this decree, the same being compiled from a plan drawn by W. A. Mason & Son Co., Surveyors, dated May, 1922, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

PARCEL II

**SWITCH HOUSE LEGAL DESCRIPTION**  
**Cambridge, Massachusetts**  
Project G-3017.01  
1 August 2002

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A parcel of land in the City of Cambridge, County of Middlesex, being easterly of Blackstone Street, southerly of Western Avenue, westerly of Putnam Avenue and northerly of land now or formerly of Blackstone Realty Corporation, shown on a plan of land entitled, "Switch House, Plan of Land in Cambridge, Massachusetts, Middlesex County, Scale 1:240, 1 August 2002," Drawing Number 15.05M, prepared by Gunther Engineering, Inc., more particularly bounded and described as follows:

Beginning at the northwesterly corner of the parcel, said corner being at the intersection of the easterly side of Blackstone Street with the southerly side of Western Avenue and being a drill hole in concrete sidewalk, thence running:

S 85-07-00 E 95.61 feet by Western Avenue to a point; thence  
S 04-59-48 W 97.21 feet thence  
S 84-53-17 E 45.00 feet to a point, the last two courses being by land now or formerly of Kathleen J. Short; thence  
S 85-02-27 E 60.00 feet to the westerly side of Putnam Avenue; thence  
S 04-59-48 W 147.00 feet by Putnam Avenue; thence  
N 85-00-00 W 100.62 feet thence  
S 05-00-00 W 53.00 feet thence  
N 85-00-00 W 100.00 feet to a drill hole in concrete sidewalk, said point being at the easterly side of Blackstone Street, the last three courses being by land now or formerly of Blackstone Realty Corporation; thence  
N 05-00-00 E 297.06 feet by Blackstone Street to the point of beginning.

Containing 44,080± square feet or 1.012± acres 4,095± square meters, more or less.

## SCHEDULE 2

### PERSONAL PROPERTY

Boilers (4)  
Turbine Generator sets (3) – none running, 2 officially retired  
Emergency Generator  
Spare Equipment  
Underground Oil Tanks (6)  
Electrical Shop  
Laboratory  
Machine Shop  
Oil House & Purifier  
Oil Pump Room  
Synchronization Equipment & Switchgear  
Station Service Switchgear & Equipment  
Spare Equipment  
Other Ancillary Equipment

### SCHEDULE 3

#### LEASES

1. Communications Site Lease Agreement, dated as of March 26, 1999, by and between Nextel Communications of the Mid-Atlantic, Inc., d/b/a Nextel Communications; as amended by Amendment No. 1 thereto, dated as of August 18, 1999.
2. License Agreement by and between Cambridge Electric Light Company and Pilot Putnam Avenue LLC, dated May 29, 2002.



## SCHEDULE 4

### PERMITS

	Description	Number	Issued By	Issue Date	Expiration	Notes
<b>TANKS</b>						
1	To Maintain An Existing/New Storage Tank Facility for Storage Tanks Regulated Under 527 CMR 9.00	NA	Cambridge Fire Department	04/30/2002	4/30/2003	
2	To Keep, Store and Use 270,000 Gals of 6 Fuel Oil	A0117-02	City of Cambridge	04/30/2002	04/30/2003	
3	FP 290 Forms for all USTs		MA Dept. of Pub. Safety	07/16/2002 - certified by Camb. Fire Department.		Sent to Fire Marshall 07/19/2002
<b>WASTE</b>						
1	Generator Registration VSQG Hazardous Waste, SQG Waste Oil	MV6174971236	MADEP		NA	New ID Number
2	Notice of PCB Activity		EPA		NA	Issued under old ID Number MAD006953665
<b>WATER</b>						
1	Storm Water Multi-Sector NPDES Permit	MAR05B108	EPA			Notice of Intent/Application of Coverage under new MSGP was submitted on 5/28/02
2	Sewer Use Permit	09 003701	MWRA	06/04/2002	6/15/2006	
3	M.G.L. Chapter 91 License	1090	Harbor and Land Commission	01/12/1888	NA	To construct a pike wharf and bulkhead and fill in land
4	Individual NPDES Permit	0004901	EPA	05/19/80 reissued 12/30/80 reapplied 09/01/81 EPA letter that permit remains in force	Permit remains in force until new permit issued	
6	M.G.L. Chapter 21G Water Management Act Letter of Nonapplicability	Application in 1988 - DEP Registration 32004902	DEQE/DEP	10/06/2002		Letter from DEP that noncontact cooling water is a non-consumptive use not subject to Water Management Act
<b>STORAGE</b>						
1	Auto storage permit. 60 cars	NA	City of Cambridge	04/12/2002	04/12/2003	

	Description	Number	Issued By	Issue Date	Expiration	Notes
<b>AIR</b>						
1	Final Operating Permit	App. No. MBR-95-OPP-021	DEP	05/22/2000	05/19/2005	
2	310 CMR 7.27 NOx Allowance Program	App. No. MBR-97-NOx-007	DEP	Phase I-12/1/97 Phase II-11/5/98 Phase III-10/17/01		
3	310 CMR 7.19(4)	App. No. MBR-94-COM-020	DEP	04/16/1998		ECP Final Approval- Large-sized Boilers
4	3.10 CMR 7.28 NOx Allowance Trading Program	App. No. MBR-01-728-004	DEP	05/23/2002		

SCHEDULE 5

CONTRACTS

None.

SCHEDULE 6

SELLER'S NONCONTRAVENTION REPRESENTATION SCHEDULE

None.

SCHEDULE 7

## Commitment For Title Insurance

## Issued By

Fidelity National Title Insurance Company of New York

Schedule A

Commitment No: 28

File No: B00-331

1. Effective Date: July 14, 2002 at 4:00 o'clock P.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy (10-17-92)

\$ TBD

Proposed Insured:

President and Fellows of Harvard College.

(b) ALTA Loan Policy (10-17-92)

\$ N/A

Proposed Insured: N/A

3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE.

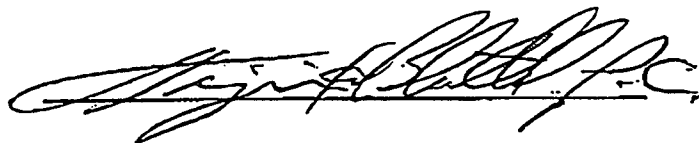
4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Cambridge Electric Light Company, a Massachusetts corporation.

5. The land referred to in this Commitment is located at 24-46 and 25-45 Blackstone Street and 217-219 and 221-229 Putnam Avenue in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts.

NOTE: Unless otherwise expressly specified herein, wherever used herein the the word "recorded" shall mean recorded with the Middlesex South District Registry of Deeds, and the word "filed" shall mean filed with the Middlesex South Registry District of the Land Court.

Countersigned at Boston, MA  
by TAMAGINI & BLOOMENTHAL, P.C.  
AUTHORIZED AGENT



ALTA COMMITMENT - 1996

## Fidelity National Title Insurance Company of New York

Schedule B, Section I - Requirements

Commitment No: 28

File No: B00-331

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Duly authorized and executed Deed from Cambridge Electric Light Company vesting fee simple title in President and Fellows of Harvard College.
  - b. Duly authorized and executed mortgage from \_\_\_\_\_ (N/A) \_\_\_\_\_ to \_\_\_\_\_

5. Record current Certificate(s) of Municipal Liens evidencing payment in full of all real estate taxes currently due and payable, and provide other evidence in a form satisfactory to the Company of payment in full of all other municipal liens, charges and assessments currently due and payable.

NOTE: If the premises to be insured consists of multiple tax parcels, a Certificate of Municipal Liens for each parcel must be obtained and recorded.

6. Receipt of properly executed Parties in Possession and Mechanic's Lien Affidavit in order to delete or modify exceptions set forth in Schedule B, Section II, Standard Exceptions II (a) and (b).
7. Receipt of current instrument survey and Surveyor's Report in order to delete or modify exceptions set forth in Schedule B, Section II, Standard Exceptions II (c).
8. Issuance of a final title insurance policy is conditioned upon payment of all title premium(s) due in connection with said policy(ies) at the present applicable rates as well as full payment of all examination and counsel fees of Tamagini & Bloomenthal, P.C., and all recording and other costs and/or out-of-pocket disbursements incurred by the Company and/or its Agent relative to this transaction.
9. Record satisfactory evidence by way of a Certificate from the Office of the Secretary of the Commonwealth of Massachusetts evidencing Cambridge Electric Light Company to be a duly existing corporation, and record a Certificate of Good Standing.

(SEE CONTINUATION SHEET ATTACHED HERETO AND MADE A PART HEREOF)

## Fidelity National Title Insurance Company of New York

Schedule B, Section I - Requirements (continued)

Commitment No: 28

File No: B00-331

10. In the case of corporate signatories, documents must be signed by the President or Vice President and Treasurer or Assistant Treasurer of the respective corporations. Alternatively, Corporate Resolutions which authorize the signatories on the instruments must be recorded together with a Clerk's Certificate of Incumbency.

11. The following must be recorded if the conveyance called for in Requirement 4 a. above is a conveyance of all, or substantially all, of the assets of Cambridge Electric Light Company within the Commonwealth of Massachusetts:

(a) Corporate Excise Tax Waiver.

(b) A Vote pursuant to, and in accordance with, the Provisions of Massachusetts General Laws Chapter 156B, Section 75, as amended.

In the alternative, an Affidavit, in form and substance satisfactory to the Company, must be recorded which certifies that said conveyance does not constitute a transfer of all, or substantially all, of said Grantor's assets within the Commonwealth of Massachusetts.

12. The Deed to the party to be insured hereunder must contain a description of the Insured Premises that is based on a current survey, which plan is to be recorded with said Deed.

13. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated certifications of title, the Company reserves the right to raise such other and further exceptions and requirements as it deems appropriate.

14. This Commitment is issued by Tamagini & Bloomenthal, P.C. (hereinafter referred to as "T & B") on the basis that T & B will issue the title insurance policy(ies) contemplated by this Commitment, and that the information contained herein is provided solely for the use of the party to whom this Commitment is addressed and delivered by T & B. No reliance upon this Commitment may be made by anyone other than said party without the express prior written consent of T & B. Any unauthorized reliance upon or use of this Commitment at any time for any reason by another party without first obtaining the express prior written consent of T & B is strictly prohibited and may give rise to a claim in favor of T & B for all legal fees, costs and charges.

Use of this Commitment by anyone in connection with rendering an opinion regarding the record title to the premises described in Exhibit A hereof, or for the purpose of issuing a commitment and/or title insurance policy, shall obligate such person or entity to pay legal fee, costs and charges to T & B.

T & B's sole obligation arising under this Commitment is to deliver a title insurance policy pursuant to the terms and conditions of this Commitment.

## Fidelity National Title Insurance Company of New York

Schedule B, Section II - Exceptions

Commitment No: 28

File No: B00-331

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- II. Standard Exceptions:
- (a) Rights, interests or claims of present tenants, lessees or parties in possession.
  - (b) Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - (c) Easements or claims of easements not shown by the public records, title to filled land (if any), discrepancies, conflicts in boundary lines, overlaps, encroachments and any facts which an accurate and complete survey and inspection of the premises would disclose.
- III. Special Exceptions:
- (1) Such state of facts as disclosed by a current Certificate(s) of Municipal Liens; lien(s) for unpaid water, sewer and other municipal charges and assessments, if any.
  - (2) The exact area or square footage being other than as stated in the Schedule A description of the Insured Premises and/or the plan(s) therein referred to.
  - (3) Taking by the Commonwealth of Massachusetts (acting by and through its Board of Metropolitan Sewerage Commissioners) for the construction and maintenance of sewer and drain easements, dated March 25, 1893, and recorded in Book 2183, Page 245.
  - (4) Agreement by and between Cambridge Electric Light Company and the City of Cambridge regarding a Permit to Dewater, dated April 10, 1992, and recorded in Book 21967, Page 18.
  - (5) Indenture by and between Cambridge Electric Light Company and The Mutual Life Insurance Company of New York regarding an easement and right of way, dated December 20, 1989, and filed as Document No. 814249.
  - (6) The reference to sewer rights in favor of the MDC on the face of Original Certificate of Title No. 15980 filed in Registration Book 104, Page 15.



**Fidelity National Title Insurance Company of New York**

Commitment No: 28

File No: B00-331

Although such matters are excluded from coverage under the Exclusions From Coverage, for informational purposes only, your attention is directed to the pfact that the records at said Registry of Deeds disclose the recording of Decision (Case No. 6982) by the City of Cambridge Board of Appeals recorded in Book 25103, Page 599.

SCHEDULE 8

SELLER'S CONTRACT REPRESENTATION SCHEDULE

1. Communications Site Lease Agreement, dated as of March 26, 1999, by and between Nextel Communications of the Mid-Atlantic, Inc., d/b/a Nextel Communications; as amended by Amendment No. 1 thereto, dated as of August 18, 1999.

SCHEDULE 9

SELLER'S COMPLIANCE WITH LAWS AND PERMITS  
REPRESENTATION SCHEDULE

None.

SCHEDULE 10

SELLER'S PROCEEDINGS REPRESENTATION SCHEDULE

None.

SCHEDULE 11

SELLER'S ENVIRONMENTAL REPRESENTATION SCHEDULE

None.

SCHEDULE 12

SELLER'S CONDEMNATION REPRESENTATION SCHEDULE

None.

SCHEDULE 13

SELLER'S INSURANCE SCHEDULE

<u>Policy Type</u>	<u>Policy Period</u>	<u>Limit</u>	<u>Insurer</u>	<u>Notes</u>
Auto Liability:		500,000	Self-insured	
General Liability:		500,000	Self-insured	
Excess Liability Insurance:				
- 1st layer	6/01/02 - 6/01/03	2,000,000	Energy Insurance Bermuda	Claims First Made
- 2nd layer	6/01/02 - 6/01/03	35,000,000	Associated Electric & Gas Insurance Services, Ltd.	Claims First Made
- 3rd layer	8/25/99 - 8/25/02	100,000,000	Energy Insurance Mutual	Claims First Made
- 4th layer	6/01/02 - 6/01/03	15,000,000	Fireman's Fund	Claims First Made
All Risk Property and Boiler & Machinery:				
		1,000,000	Self-insured	
- 1st layer*	12/01/01 - 12/01/02	2,500,000	Energy Insurance Bermuda	Replacement Cost
- 2nd layer*	12/01/01 - 12/01/02	50,000,000	Lloyd's of London, EIM/XL, Liberty Surplus	Replacement Cost
Other coverages purchased by NSTAR include Crime, Directors and Officers Liability, Fiduciary Liability and Workers Compensation. All NSTAR employer subsidiaries are covered under an excess Workers Compensation policy with Liberty Mutual, policy period 2/1/02 - 2/1/03, policy limit of \$25,000,000, excess of \$500,000 self-insurance.				